UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO

INTEGRAND ASSURANCE COMPANY, Plaintiff v. EVEREST REINSURANCE COMPANY; ODYSSEY REINSURANCE COMPANY; CATLIN (XL CATLIN) UNDERWRITING INC., MIAMI, ON BEHALF OF LLOYD'S SYNDICATE 2003, LONDON; SWISS REINSURANCE AMERICA CORPORATION ARMONK; ALLIED WORLD RE ON BEHALF OF LLOYD'S SYNDICATE 2232, LONDON; MS AMLIN P/C; ASPEN INSURANCE UK LIMITED, TRADING AS ASPEN RE LONDON, ENGLAND; LIBERTY SPECIALTY SERVICES LTD LIB 4472, PARIS OFFICE UNDERWRITING FOR AND ON BEHALF OF LLOYD'S SYNDICATE NO. 4472, Defendants.	Case No. 3:19-cv-01111-DRD

SWISS RE'S OBJECTION TO INTEGRAND'S MOTION REQUESTING A SCHEDULING CONFERENCE (ECF NO. 85)

TO THE HONORABLE COURT:

COMES NOW Defendant Swiss Reinsurance America Corporation ("Swiss Re") and, by its undersigned counsel, respectfully opposes Integrand Assurance Company's ("Integrand") May 28, 2019 motion requesting that the Court order a scheduling conference. ECF No. 85.

2. In support of its tactical and wholly inappropriate request for a scheduling conference despite its commitment to arbitrate, Integrand asserts that "[d]iscovery must commence in this case", and that "ordering a scheduling conference will allow this Honorable Court to

establish early and continuing control to ensure effective case management, and because it will allow for a complex discovery to run in an orderly fashion." *Id.* at ¶¶ 5-6.

3. Integrand seeks to evade its enforceable promise to arbitrate by asking the Court to schedule a Rule 16 conference and to begin a "complex discovery" process. *See id.* Integrand's request represents its latest attempt to avoid its bargained-for promise that "[d]isputes arising out of" the Reinsurance Agreement between Swiss Re and Integrand "***shall*** be referred to Arbitration", and that the "Arbitration shall be a ***condition precedent*** to the commencement of any action at law." *See* ECF No. 36-1 at p. 23 (emphasis added).

4. In addition to flouting its promise to arbitrate, Integrand's gambit is directly at odds with settled law, which requires courts to enforce arbitration agreements. 9 U.S.C. § 2; *id.* at § 4; *see also, e.g.*, *Lamps Plus, Inc. v. Varela*, 139 S. Ct. 1407, 1415 (2019) ("The FAA requires courts to enforce arbitration agreements according to their terms.") (internal quotations omitted).

5. Accordingly, the Court should refrain from holding a scheduling conference -- and from considering discovery -- until it adjudicates the defendants' respective motions to compel arbitration. *E.g.*, ECF No. 36. To move forward with litigation would be to ignore the parties' agreement to arbitrate which, respectfully, must be enforced.

6. Principles of judicial economy also weigh against holding a scheduling conference, because the conference likely will (and should) be rendered moot by the parties' agreement to arbitrate their dispute.

5. Against that backdrop, Swiss Re respectfully requests that the Court deny Integrand's motion for a scheduling conference.

RESPECTFULLY SUBMITTED,

In San Juan, Puerto Rico, this 10th day of June, 2019.

SWISS REINSURANCE AMERICA CORPORATION

By its attorneys,

s/ Roberto C. Quiñones-Rivera
Roberto C. Quiñones-Rivera
USDC-PR No. 211512
MCCONNELL VALDÉS LLC
270 Muñoz Rivera Avenue
Hato Rey, PR 00918
Tel.: (787) 250-2631
rcq@mcvpr.com

David A. Attisani *(pro hac vice)*
J.P. Jaillet *(pro hac vice)*
Kevin J. Finnerty *(pro hac vice forthcoming)*
CHOATE, HALL & STEWART LLP
Two International Place
Boston, MA 02110
Tel.: (617) 248-5000

June 10, 2019

CERTIFICATE OF SERVICE

I certify that, on the above date, this document was filed with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to all CM/ECF participants. Paper and/or electronic copies will be sent to those indicated as non-registered participants.

s/ Roberto C. Quiñones-Rivera
Roberto C. Quiñones-Rivera